

His lordship—That is not as I understood it. What Mr. Wilkinson said was that there was undue influence in a technical sense, as the solicitor was in the habit of making advances to his client, and on this account naturally had undue influence.

Mr. Wilkinson said that Mr. Wainwright had himself shown how he was in the habit of making advances to Mr. Benjamin.

Mr. Wainwright—It is not to be understood that I was in the habit of making advances to him antecedent to this agreement. I showed how I had on two occasions incurred liabilities on his behalf. Then again, Mr. Wilkinson infers that Mr. Benjamin did not know what he was doing when he entered into the agreement, which he never understood perfectly; that he relied unduly upon the solicitor, yet certainly never proved that Mr. Benjamin was in the position of the aged widow in the case cited and I most strongly object to the imputation.

His lordship—I think Mr. Wilkinson only infers that the extent of the favours for which Mr. Benjamin was indebted to you brought him under influence that he would not otherwise have felt.

Mr. Wainwright—I had influence over him certainly, yet not enough to make him sign over any amount of money I might mention to him, and certainly not to influence him to pay money without an equivalent. He was too shrewd and sensible a business man for that. In the case of *Pelham v. C.D.*, the client asked to have the bill of costs taxed and the solicitor paid no attention to him. As for *re Boycott and re Norman*, also *Russell, Scott & Scott*, 30, C.D., it is not worth while taking up the time of the court with them, but I say, my lord, that the agreement furnished either parallel or analogy to the present case. There was an agreement made, directly entered into by Mr. Benjamin himself, for he himself said so, and this after the event, when he knew what was the result of my exertions; he recognized the agreement, and ratified it, and no thought of its being invalid ever entered his mind, or mine either, and now after he had allowed it to stand for fully two-and-a-quarter years a third person comes in and says it shall not stand. There is no precedent for such a course of proceedings as these, and no ground of action, for an action can be sustained on the notion of a representative of the party interested in the agreement only, and this was certified by the court. This does not mean that a third party can come into court and have the agreement set aside. Either the client or the representative of the client only can come into court for such a purpose, and not a hungry creditor. Section 10, before cited, refers to the time within which action for taxation of costs or to set aside the agreement could be taken, viz., 12 months. Here more than 12 months have elapsed and the party who paid the money never said a word against it. The agreement is perfectly reasonable under the circumstances, and is fair and just in every way. I was myself invited to fix my fee as counsel and solicitor, though I did not suggest it; it was suggested by Mr. Benjamin, and I did fix it, and Mr. Benjamin signed the agreement, and afterwards ratified it, and not one word did I hear in opposition to it, except the letter which I received, and which I knew he never thought out, but which had been got up for him at a time when he was unable even to sign his initials legibly, as even they are hard to make out.

His lordship—But you heard the evidence in the judgment summons.

Mr. Wainwright—I was not present then, and that is not put in evidence.

His lordship—But you have read the evidence given, you asked me for a copy of it which I lent to you, and you read it.

Mr. Wainwright—Yes, my lord, but the questions were asked when I was not present, and that case is not in evidence. I stand upon the truth of my cause, and I state it, for I have done just what I think no one can rightly call me to account for, and my conscience is clear of all wrong doing or intention of wrong.

His lordship—You asked me last week what would be the course of proceeding to-day, and I said if there was no evidence to be brought forward on the other side there would be no necessity for prolonging the proceedings. I think now I would like to let the case take its regular course, and if you think Mr. Wilkinson's commentary on your arguments will interfere at all with your case you will have the opportunity of replying to the whole.

Mr. Wainwright—I do not think it would do me serious harm, but I think I regret my acquiescence in the arrangement.

His lordship—If you agree on the matter I would like to hear Mr. Wilkinson on the two new points raised, whether Mr. Benjamin as a judgment creditor is entitled to attach the debt, and (2) the applicability of the Solicitors Act here in Shanghai.

Mr. Wainwright—As to the question of *chambers* he raised that and I replied to it. His lordship—Would you like to reply to these two points, Mr. Wilkinson?

Mr. Wilkinson—If your lordship would like to hear me on them.

His lordship—I take it that you accept Account E, as put in by Mr. Wainwright did not put all the items, only the account up to a certain point; but are you prepared to admit these payments?

Mr. Wilkinson—Yes, my lord, subject to minor corrections. I have brought no evidence to contest what Mr. Wainwright says in the matter, and for all practical purposes it may be considered as paid. As to the first contention it does not fall under the head of unliquidated damages going for debt. If there is any dispute as to debt, it then becomes unliquidated damages and no longer recoverable. The rules point out that in case the garnishee admits the debts, the question is whether it is a debt or not. The rules, therefore, do not apply in this case, and the objection comes too late, and we are to ascertain if Mr. Wainwright was indebted to Mr. Benjamin on such a date, a debt issue is to be tried; it is therefore not a case of unliquidated debt at all. In the case *Johnson v. Diamond*, 22 L.J. 17, the head note of which has been read, there is no analogy to this case. It was there a case of penalty and not of debt, which was recovered under garnishment proceedings, and that is not applicable in this case. Also in *Jones & Thompson*, the verdict did not convert the unliquidated damages for breach of contract into a debt, for it was not a debt till the amount was ascertained and the judgment signed, and this point is reached only when the judgment is entered on. Here there is no question of unliquidated debt of £15,400. Mr. Wainwright's suit against this certain firm, and a certain settler, and there is no question of unliquidated damages at all. In respect to the second point, there is a large number of cases of promissory notes, where there is a debt promised but not due. These do not apply because there must be a debt. Hence we say that there is a debt of £15,400 due, less what Mr. Wainwright can show he is entitled to keep.

His lordship—But he asserts that the judgment creditor cannot set up a claim on it.

Mr. Wilkinson—There is no authority for it. Mr. Wainwright's argument is—I settled with Mr. Benjamin long ago, a judgment creditor cannot have the matter reopened, and Mr. Benjamin acquiesced in it for two and a quarter years and never reopened it. Mr. Wainwright in his evidence did not refer to this at all, there was no proof of acquiescence, no account rendered in full, but we are not come to have the case reopened, we say—Mr. Wainwright

has received £15,400; he can set off against it all he can, but not an invalid agreement. He must show that he is entitled to retain £15,400, and for this he needs a valid agreement. In opening his case he said he relied on the Solicitors Act of 1887, and on that of 1870, and there the case can only be dealt with by the Court, even if a person relied upon an agreement. Mr. Wainwright says he relied upon the agreement, and also on the acts, and he declares the agreement is a valid one, and that it is not.

His lordship—But he argues that the Solicitors Act does not apply.

Mr. Wilkinson—But solicitors' bills of costs have been taxed in this Court, so there is no force in that again. (The collision case of the *Lapwing* was mentioned, and the point shown that barristers' and solicitors' costs were liable to taxation.) Where there is such concurrence of authority it is needless to go into theory; and so in regard to Mr. Wainwright's argument that there is no scale of charges here, and that barristers and solicitors can charge clients anything they please as they are not under the control of the Court, it is needless to use argument in refutation of such a proposition.

Mr. Wainwright—Especially when such is not my proposition at all.

His lordship—These then are the new points? Mr. Wilkinson—Yes, my lord.

His lordship—In the issues before me now I see that the limit of contention is put at the sum of £15,400.

Mr. Wilkinson—We have limited the question to that sum or less. I have no desire to take a larger sum than I am entitled to, and we have limited it to £15,400, and with what a larger sum than £15,400, and with what was due to him before it would leave a balance of £15,400 still due. I suggested this simply to shorten the proceedings.

His lordship—The issue then is signed by both parties.

Mr. Wainwright—There is an error or oversight on both sides in the matter, but it is corrected and I signed it without looking it carefully over, but the correction can be made.

His lordship—The issue then is resolved into the question whether R. E. Wainwright is indebted to D. B. Benjamin to the extent of the sum of £15,400, and if not to what extent. Is it agreed that the 4th issue shall be this?

Mr. Wainwright—Yes.

His lordship—Very well. I will consider the issues, and the arguments as set forth, with the authorities, and deliver a decision on the legal point on which it will be determined whether the Court will go into further evidence in the case or not.

The Court then adjourned—*Shanghai Mercury*.

COREAN NEWS.

"Spectator" writes from Seoul to the *N. C. Daily News* on the 28th ult. as follows:—

For obvious reasons a tax is now being levied on all Korean manufactures entering and leaving the city of Seoul, and a lottery has recently been instituted. The drawings are to take place near the Big Bell, an elaborate machine consisting of drums, wheels, tubes, wooden balls, and all has been constructed in the Arsenal for the purpose.

It is understood that the Arsenal is shortly to commence operations and to pay interest on the large capital sunk in it, with its steam engine, numerous machines, etc., etc. At least a new supply of machines have lately arrived from Japan, and save the men who know how to use them, everything is ready—the first turnout being the above mentioned wheel of fortune.

The Powder mill with all its many new houses and machinery seems also to be waiting for something which, it is rumoured, is the absolute want in Korea of the particular willow for the charcoal used in the manufacture of the explosive. This, it is said, is the only thing wanting here, and that as soon as the planned plantations thereof grow big enough to yield a supply, operations will commence right off.

The Paper-mill, or at least some parts of the inside of one, is slowly disappearing and corroding in the sand and mud at Mokpo. It having been found that the rags of the "hermit kingdom" are not the right sort for the manufacture of the paper article which is to be planned, and that when a sufficient quantity of rags is ready, new machinery will be imported, houses built, paper made and this new article thrown into the market. And thus in connection with coin struck in the mint, powder made in the powdermill, war material made in the arsenal, silk manufactured on the extensive mulberry plantations, tea from the tea plantations, cereals from the Royal Farm, coal from the mines, telegraphs throughout the country, steamers on the coast, Customs revenue, one thing and another will fill the treasury, place Korea on a firm footing as regards her finances. Raise her in the esteem of her neighbors and generally enable her to develop her resources.

Heu sol qui mal y pense.

Although much of late has been said and written about Korea's mineral wealth, this same wealth seems very hard to get at, in fact so hard, that even the coals which actually are there, have not yet supplied the coals imported from over the sea.

The construction of the overland Telegraph from Seoul to Fusan is making extraordinarily rapid progress, the line having already reached the provincial capital of Chusan.

L'École Militaire de la Corée is now an established fact, the four officers in charge of this establishment being hard at work every day with their cadets, the teaching of whom, if we are not very much mistaken, must be anything but an enviable business. Messrs. Underwood and Appender, who lately left for a three months' trip up country—seem to have had, their little game interfered with, as they suddenly turned up here again after only one month's absence.

Mr. P. G. von Möllendorff is still amongst us, and most of us heartily wish that he may remain.

NOTES FROM CHINESE PAPERS.

At Kao-Ju, in the Yangchow Prefecture, Kiangsu, on the 13th May, at the third watch of the night, the people heard a sound of laughter from the sky. Opening their doors and looking out, they saw the sky had a bright white appearance all round, shot with red streaks, and a sound descended like human laughter.

The *Hu-pao* asks—Is this a good omen?

Camels' hair, rugs, and straw-braid are, as is well-known, the principal exports from Tientsin. Of late the irregularity of length in straw-braiding and the adulteration in camels' hair have occasioned a representation from the foreign merchants, communicated through the Consuls, to the Tientsin Superintendent of Customs at Tientsin, who has issued a proclamation enjoining a reform in these respects.

An Anhui copper-smith's wife laid the baby, a fine boy often months, in a large tub to keep him safe, as she had to leave the house on business. The child fell asleep, and the father, not noticing it, threw his long cotton coat into the tub, concealing the infant, and called a lad to pour in boiling water to wash it. The child gave one feeble cry, and then his little soul had passed through the spirit-gate. The mother in

her distress wanted to commit suicide and follow her child, and was with great difficulty dissuaded from doing so.

A Tipao named Tang Tze-king, while confined in the Shanghai Magistrate's prison, for short payment of land-tax, was squeezed by a criminal named Chow Kwei and two gaolers named Hing F and Feng K'ing-ying out of four dollars, under threats of torture if he did not pay. The Magistrate getting intelligence of the extortion, on Saturday (1st June) held an enquiry, after the conclusion of which he sentenced Chow-kwei to 400 blows of the bamboo, Hing F to stand for a period in the wooden cage, and Feng K'ing-ying to 60 blows, and one month in the cage.

BROTHER GARDNER'S PHILO-SOPHY.

"Down" be too fond of talk. De less you say de mo' you will be credited wid knowin'."

"Many a man has broken his leg on de sidewalk becase he was ashamed to take a safe path in de middle ob de road."

"Treat every man like a gentleman. De cost is a mere trifle, an' it tickles deir vanity."

"Keep clear of argument. If a stranger wants to bet on his game turn him in silent contempt. If de kays run off de track trust in de Lord."

"De fearful of yer manners at table. Our likin' for a man him be killed is dead as a doan nail by de way he eats."

"De use of cuss words art' to be deplored. A man wid a clean mouth will be respected, eben among rascals. If you fall ober a wheel-barrel, de way you speak on a clothes-line, de wheel-barrel will expressin' your feelin'." Den stop short off."

"Doan' be ashamed to carry yer money in yer shoe. Many a member of Congress has come to grief by prancin' around wid his wallet in de pocket."

"If you meet a man who says he doan' believe in de fuchter state, doan' be yer best to believe in de matter. He may be a pussion whom de Lord created without a soul, jist as an experiment."—*Detroit Free Press.*

Today's Advertisements.

STEAM TO SHANGHAI.
THE P. & O. S. N. Co.'s Steamship

"NEPAUL"
will leave for the above place TO-MORROW, the 12th instant, at DAVLIGHT.

STEAM TO STRAITS AND BOMBAY.
THE P. & O. S. N. Co.'s Steamship

"VENETIA"
will leave for the above places on SATURDAY, the 16th instant, at NOON; instead of as previously advertised.

THE CHINA SHIPPERS' MUTUAL STEAM NAVIGATION COMPANY, LIMITED.

FOR LONDON, VIA SUEZ CANAL.
THE Company's Steamship

"OOPACK."
J. C. Jagne, Commander, will be despatched as above on or about the 21st instant.

FOR FREIGHT, APPLY TO:
ARNHOLD, KARBURG & Co., Agents.

THEATRE ROYAL, CITY HALL, HONGKONG.
FOR A SHORT SEASON ONLY!

WASH NORTON'S FAMOUS WORLD OF WONDERS.
A Combination of superlative excellence, and beyond comparison, including the following:

WORLD RENOWNED ARTIST'S AND STERLING NOVELTIES!

MR. & MRS. WASH NORTON,
Refined Sketch Artists.

THE MONARCHS OF GROTESQUES, THE HARVEY BROTHERS (WILLIAM AND CHARLES).

THE Great Original Egyptian and Oriental Necromancer, ACHMED ALI BEY.

In his Unique Entertainment of Egyptian, Arabian and Hindoo Illusions.

ASSISTED BY MISS HAIDA, ALBERT LINTON, The Wonderful Young Lightning Sketch Artist.

PROFESSOR ALFRED JENSEN.

GALATEA, The animated Statue.

MR. WASH NORTON, In his Astonishing Quick Changes, ZITKA, THE ENRANCED LADY, Or Floating in the Air, &c., &c.

PRICES OF ADMISSION:—
Dress Circle and Stalls \$2.00
Pit 1.00

Seats can be reserved at Messrs. KELLY & WALSH'S, LIMITED, under-Hongkong Hotel.

Doors open at 8.30 P.M. Performance commences at 9 O'CLOCK.

CHAS. DERMER, General Agent.
Hongkong, 10th June, 1888.

Today's Advertisements.

NOTICE.
MY INTEREST AND RESPONSIBILITY in the Firm of HAHN, PIRON & Co. has ceased from this day.

Hongkong, 1st June, 1888.

I HAVE this day taken over the Business of HAHN, PIRON & Co., and will carry on the same in future under the Style of

A. HAHN,
Dealer in Pianos and Musical Instruments.
Hongkong, 1st June, 1888.

Intimations.

NOTICE.
MR. W. ST. JOHN-H. HANCOCK, C.E., F.S.I., notifies that he has returned to Hongkong to practise as CIVIL ENGINEER, ARCHITECT and SURVEYOR.

OFFICES:—No. 18, BANK BUILDINGS.
Hongkong, 9th June, 1888.

NOTICE.
THE "PEIHO TUG AND LIGHTER COMPANY" are now prepared to Lighten Ships and Steamers at the "TAKU BAR." Five Mex: Cents per picul will be charged for dead weight, measurement Cargo in proportion.

The Undergravel will also contract for the towage of sailing vessels, from Sea to Tientsin, thence to Sea, and all work will be done under his personal supervision.

JAMES WATTS, Manager.
"P. T. & L. Co." [58]

AND R. TENNENT'S NEW AN-PORTER.
DAVID COSSAR & SONS' MERCHANT NAVY NAVY BOILED LONG FLAX CROWN ARNHOLD, KARBURG & Co. [60]

THE CHINA AND JAPAN TELEPHONE COMPANY, LIMITED.
13, PRAYA CENTRAL, HONGKONG.

LIST OF SUBSCRIBERS to the TELEPHONE EXCHANGE.

1—"Hongkong Telegraph" Office.
2—"Mansion, Dr. P. M.D., Cantile, Dr. J. Hartigan, Dr. Wm.

3—"Mansion, Dr. P. M.D., (Peak).
4—"Vermon, L. Y. V.
5—"Cantile, Dr. J. J.
6—"Pocaneker, L.
7—"Arnhold, Karberg & Co.

8—"Hongkong and Shanghai Bank.
9—"Chater and Vernon.
10—"Judd, Wm., (Woodlands).
11—"Daily Press."
12—"Russell & Co.

13—"E. A. and China Telegraph Co., Ltd.
14—"Great Northern Telegraph Co.
15—"Central Police Station.
16—"Watson, A. S., & Co., Ltd.
17—"Douglas, Laps & Co.
18—"Butterfield and Swire.
19—"P. & O. Steam Navigation Co.
20—"Hongkong and Whampoa Dock Co., Ltd.
21—"Cruikshank, Wm., Pedder's Street.
22—"China-Mail."
23—"Jordan, Dr. G. P.
24—"Hongkong and China Gas Co., Ltd.
25—"Aberdeen Dock.
26—"Alice Memorial Hospital.
27—"Holliday, Wise & Co.
28—"McEwen, A. P.
29—"Kau Lung Tai, merchant, Jervois Street.
30—"Gibb, Livingston & Co.
31—"The Hongkong Hotel, Public Telephone.
32—"Shing Kee, Merchant, Mercer Street.
33—"Victoria Dispensary.
34—"Cruikshank, Wm.
35—"Lai Chee, Merchant, Manham Street.
36—"Ah Yon & Co., 80, Praya Central.
37—"Just, H. Z.
38—"Linstead & Davis.
39—"Foster, F. T. P.
40—"The Borneo Co., Ltd.
41—"Adamson, Bell & Co.
42—"Dodwell, F.
43—"Jordan, Dr. G. P.; Pedder's Street.
44—"Government House.
45—"Hughes & Eard.
46—"Bellios & Eard.
47—"Bellios, E. R., Caine Road.
48—"Do, Victoria Peak.
49—"Carlowitz & Co.
50—"The Imports and Exports Office.
51—"Morris & Ray.

Subscription to Exchange \$80 per Annum.
HAROLD DOWSON,
Agent, Hongkong.

Hongkong, 11th June, 1888. [85]

BOW-RINGTON FOUNDRY, EAST POINT, HONGKONG.

A. G. GORDON & Co.

A. G. GORDON & Co. are prepared to undertake every description of ENGINEERING and SHIP-BUILDING WORK—both abroad and ashore, on most reasonable terms.

PUNCTUALITY AND FIRST CLASS WORKMANSHIP GUARANTEED.

ESTIMATES FURNISHED FOR THE CONSTRUCTION OF STEAM LAUNCHES, REPAIRS TO THE ENGINES AND BOILERS OF STEAMERS, CASTINGS, &c., &c., &c.

Hongkong, 1st January, 1888. [41]

HONGKONG TIMBER YARD, WANCHAI.

OREGON PINE SPARS AND LUMBER ALWAYS ON HAND.

L. MALLORY, Proprietor.
[51]

FOR SALE.
C. E. R. M. A. N. B. E. R.

BRAUERER, "ZUR EICHE," KIEL.
\$7.25 per Case of a Dozen Quarts.
\$2.00 per Dozen. [51]

EDUARD SCHELLHASS & Co.
Sole Agents, Hongkong and China.

Lugger, 3rd May, 1888. [16]

Intimations.

THE HONGKONG HIGH LEVEL TRAMWAYS COMPANY, LIMITED.

THE Public are respectfully informed that the PEAK TRAMWAY was OPENED for Public Traffic on WEDNESDAY, the 30th instant.

The CARS RUN as follows between ST. JOHN'S PLACE and VICTORIA GAP:—
8 to 10 A.M. every quarter of an hour.
12 to 2 P.M. " " half hour.
4 to 8 " " " quarter of an hour.

SUNDAYS.
Up past 12 to 2 past one every quarter of an hour, and from 4 to 8 P.M. every quarter of an hour.

UP—Tickets may be obtained in the Car-First-class, 30 Cents; Second-class (intended for Soldiers, Sailors and Police-men only), 20 Cents; Third-class (intended for Chinese only), 10 Cents.

DOWN—TICKETS at HALF the above Rates. Gentlemen are requested NOT TO SMOKING in the First-class Compartment. Tickets for 30 trips up and 30 trips down, First-class, at \$12.00; and Tickets for six trips up and six trips down, at \$2.50. Five-Cent Coupons and Reduced Tickets for Servants in the other classes may be obtained at the Office of the GENERAL MANAGERS.

Hongkong, 6th June, 1888. [539]

NOTICE.
PUNJON & SUNGHEE DUA SAMANTAN MINING COMPANY, LIMITED.

NOTICE is hereby given that the Under-mentioned Fully Paid up Share Certificates were destroyed by Fire at Foochoo, on the 5th January, 1888.

Script 75/78, 40 Shares {Hon. C. P. Chater, 13757-2706.
Jeronymo Miguel de Re- edios, 25776
25800 (25), 26281-
26295 (15), 28191-
28195 (5), 35129-
35133 (5).
Ruitunjee Cursetjee,
Vania, 28971-29000
Demetrio d'Arango e Silva, 25526-25540
Francis Henry Cave-Thomas, 25511-
25575 (25), 19251-
19273 (25).
Alexander William Vans Gibb, 32265-32274.

And should the same not be produced before the 22nd June, 1888, Duplicate Certificates will be issued in name of the above parties, and no transaction taking place under the aforesaid Original Certificates will be recognized by this Company.

A. O'D. GOURDIN, Secretary.
Hongkong, 22nd May, 1888. [522]

HONGKONG & CHINA GAS COMPANY, LIMITED.

THE TRANSFER BOOKS of this Company will be CLOSED from the 9th to the 25th instant, both days inclusive.

Hongkong, 8th June, 1888. [579]

THE CHINESE INSURANCE COMPANY, LIMITED.

NOTICE is hereby given that an EXTRA-ORDINARY GENERAL MEETING of this Company will be held at the CITY HALL, Victoria, Hongkong, on MONDAY, the 18th June, 1888, at 3 o'clock in the Afternoon, for the purpose of considering the state of the Company's affairs, and if thought fit passing the Subjoined Resolution.

RESOLUTION.
That the Company be wound up voluntarily in accordance with the Company's Articles of Association, and under the provisions of the Companies Ordinance 1865 to 1886. Dated the first day of June, 1888.

By Order of the Board,
SAML. J. GOWER, Secretary.

PENINSULAR AND ORIENTAL STEAMSHIP COMPANY.

NEW AND ACCELERATED DIRECT SERVICE TO LONDON VIA MARSEILLES FROM JAPAN AND CHINA.

ON the 19th May at NOON, and fortnightly thereafter, until further notice, the Company will maintain a DIRECT SERVICE between Hongkong and London via Marseilles.

This improved service will abolish all Transshipments, and it is intended that it shall maintain a high reputation for quick transit, careful delivery of Cargo, and for Passenger accommodation and cuisine.

The attention of Passengers is specially called to the greatly improved second-saloon accommodation and attendance.

E. L. WOODIN, Superintendent.
Hongkong, 8th May, 1888. [488]

THE HONGKONG AND KOWLOON WHARF AND GODOWN COMPANY, LIMITED.

THE Company is prepared to Tranship Cargo from its Godowns at Kowloon or West Point, to any Steamer in the harbour,

